

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

FEB 13 2014

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **Banca Akros S.p.A.** ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to **Credito Emiliano S.p.A.** (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the amounts specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to the claim evidenced by Proof of Claim Numbers **56041** as specified in Schedule 1 hereto filed by or on behalf of Seller (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights, title and benefits of Seller and any prior seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, principal, interest, damages, penalties, fees or any other property, which may be paid or distributed with respect to the Purchased Claim (including for clarity, all amounts distributed on or after the trade date of July 4th, 2012 the "Trade Date") whether or not the Trade Date is before, on or after any record date with respect to an amount) or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan of reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to or evidencing the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, and any and all of Seller's right, title and interest in, to and under any right or remedy of Seller or any prior seller against any prior seller in respect of the Purchased Claim, (c) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto, and (d) any and all rights, remedies, claims and causes of actions regarding any of the foregoing; (e) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), (c), (d) and (e), the "Transferred Claims").

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good legal and marketable title to the Transferred Claims, free and clear of any and all liens, claims, objections, set-off rights, security interests, participations, factoring agreements or encumbrances created or incurred by Seller or against Seller and all filings required to evidence Seller's title to the Transferred Claim have been duly and timely filed with the Court; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; and (f) the Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will give rise to any setoff, defense or counterclaim or that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsubordinated unsecured claims.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives, with respect only to the Transferred Claims, to



the fullest extent permitted by law any notice or right to receive notice of a hearing with respect to such transfer pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, that result from Seller's breach of its representations, warranties, covenants and agreements made herein.

5. Seller shall promptly (but in any event on no later than the third (3rd) business day (following receipt) remit any notices, correspondence, payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, (but in any event on no later than the third (3rd) business day following the date hereof), to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered (including, on Seller's part, causing any prior seller to execute or deliver), all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions (including, on Seller's part, causing any prior seller to deliver distributions and proceeds received by any prior seller and to act) and other actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim. Seller agrees that all distributions, amounts, proceeds, assets, cash and other property received by Seller or any prior seller on or after the Trade Date (whether or not such Trade Date is before, on or after any record date for such amounts) are for the account of Purchaser, and at the election of the Purchaser, (i) the Purchaser may net, setoff and reduce the purchase price payable by it and any other amounts owed by it in respect of the Transferred Claims against the distributions, assets, cash, property and amounts payable by Seller to it in respect of distributions, assets, cash, property and amounts received by Seller or any prior seller on and after the Trade Date, or (ii) the Seller shall pay such amounts received by seller or any prior seller on or prior to the date of this Agreement and on and after the Trade Date in respect of the Transferred Claims to the account information provided to it by Purchaser on the date of this Agreement.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is
executed this 06 February, 2014.

BUYER

Credito Emiliano S.p.A.

By: 

Name: Giorgio Ferrari

Title: Chairman of the Board

Address:

Via emilia S.Pietro 4
42121 Reggio Emilia
Italy

SELLER

Banca Akros S.p.A

By: 

Name: Mr Sandro Baccaini

Title: Nominee

Address:

Via Eginardo, 29
20149 Milan
ITALY

Schedule 1

Transferred Claims

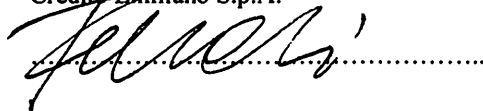
Purchased Claims

0.25575% of Seller's interest in, to and in connection with those ISINs reference below relating to Proof of Claim 56041, which is equal to \$15,996.71 of \$25,885,801.92, the original amount as listed in the Proof of Claim together with interest, fees, expenses and other recoveries due.

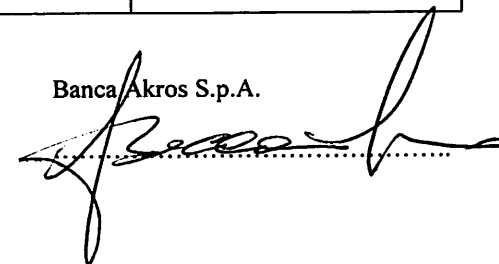
Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Coupon	Maturity	Accrued Amount (as of Proof of Claim Filing Date)
EUR500,000,000 CMS-linked Notes due January 2017	XS0283497005	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR11,000.00 (USD15,566.1)	Index Linked Interest	January 31, 2017	EUR304.30 (USD430.61)

Credito Emiliano S.p.A.



Banca Akros S.p.A.



**IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

Form 210A

United States Bankruptcy Court

SOUTHERN DISTRICT OF NEW YORK

In re LEHMAN BROTHERS HOLDINGS INC., et. al., DEBTORS

Case No. 08-13555 (JMP)
JOINTLY ADMINISTERED

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a).
Transferee hereby gives evidence and notice pursuant to Rule 300 1(e)(2), Fed. R. Bankr. P., of the transfer,
other than for security, of the claim referenced in this evidence and notice.

Credito Emiliano S.p.A.
Name of Transferee

Banca Akros S.p.A.
Name of Transferor

Name and Address where notices to transferee
should be sent:

Court Claim #: 56041
Total Claim amount: \$ 25,885,801.92
Partial Claim Transferred: \$ 15,996.71

Credito Emiliano S.p.A.
Via Gandhi 2/C
42123 Reggio Emilia
Italy
Attn: Stefania Catellani
E-mail: scatellani@credem.it

Date Claim Filed: October, 29 2009

Phone: 0039 0522 582464
Last Four Digits of Acct #: N/A

Phone: 0039 059 202 1307
Last Four Digits of Acct. #: N/A

Name and Address where transferee payments
should be sent (if different from above):

Phone: *[inserire contatto telefonico del ricevente il pagamento per conto del cessionario]*
Last Four Digits of Acct #: N/A

[Inserire riferimenti bancari del cessionario]

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of
my knowledge and belief,

By: 
Transferee/Transferee's Agent

Date: 6th February, 2014

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both 18
U.S.C. § 1152 & 3571.


United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000056041	
In Re: Lehman Brothers Holdings Inc., et al., Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)		
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-docket.com as of July 17, 2009			
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) Banca Akros S.p.A. Via Eginardo, 29 20149 Milan Italy Attention: Mr. Luca Gandolfi		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____	
Telephone number: +39 02 43444277 Email Address: luca.gandolfi@bancaakros.it		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
Name and address where payment should be sent (if different from above) Telephone number: _____ Email Address: _____			
1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates. Amount of Claim: <u>See attached</u> (Required) <input checked="" type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.			
2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates. International Securities Identification Number (ISIN): <u>See attached</u> (Required)			
3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates. Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number: <u>See attached</u> (Required)			
4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers. Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: <u>See attached</u> (Required)			
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.		FOR COURT USE ONLY <div style="border: 2px solid black; padding: 10px; width: fit-content; margin: auto;"> FILED / RECEIVED OCT 29 2009 EPIQ BANKRUPTCY SOLUTIONS, LLC </div>	
Date: October 28, 2009	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. Name: <u>Marco Turina</u> Title: <u>Chief Executive Officer</u>		
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571			

EXHIBIT 1

ISIN Code	Clearstream blocking #	Clearstream account #	Issuer	Nominal Amount
XS0162289663	CA69414	54461	Lehman Brothers Treasury Co BV	€ 284,000.00
XS0163559841	CA69417	54461	Lehman Brothers Treasury Co BV	€ 500,000.00
XS0197173643	CA69406	54461	Lehman Brothers Treasury Co BV	€ 92,000.00
XS0244093927	CA69409	54461	Lehman Brothers Treasury Co BV	€ 8,000.00
XS0210782552	CA69413	54461	Lehman Brothers Treasury Co BV	€ 638,000.00
XS0210782552	CA69399	81856	Lehman Brothers Treasury Co BV	€ 1,127,000.00
XS0176153350	CA69416	54461	Lehman Brothers Treasury Co BV	€ 573,000.00
XS0176153350	CA69401	81856	Lehman Brothers Treasury Co BV	€ 1,224,000.00
XS0181945972	CA69415	54461	Lehman Brothers Treasury Co BV	€ 93,000.00
XS0195431613	CA69410	54461	Lehman Brothers Treasury Co BV	€ 224,000.00
XS0195431613	CA69407	81856	Lehman Brothers Treasury Co BV	€ 245,000.00
XS0200284247	CA69412	54461	Lehman Brothers Treasury Co BV	€ 291,000.00
XS0202417050	CA69411	54461	Lehman Brothers Treasury Co BV	€ 15,000.00
XS0213971210	CA69408	54461	Lehman Brothers Treasury Co BV	€ 103,000.00
XS0220704109	CA69405	54461	Lehman Brothers Treasury Co BV	€ 129,000.00
XS0178969209	CA69400	81856	Lehman Brothers Treasury Co BV	€ 875,000.00
XS0200284247	CA69404	81856	Lehman Brothers Treasury Co BV	€ 824,000.00
XS0211093041	CA69397	81856	Lehman Brothers Treasury Co BV	€ 20,000.00
XS0211814123	CA69396	81856	Lehman Brothers Treasury Co BV	€ 423,000.00
XS0283497005	CA69398	81856	Lehman Brothers Treasury Co BV	€ 4,301,000.00
ANN5214T5571*	CA76140	81856	Lehman Brothers Securities N.V.	€ 2,936,300.00
ANN5214T6496*	CA76139	81856	Lehman Brothers Securities N.V.	€ 2,671,900.00
ANN5214R6431*	CA76146	81856	Lehman Brothers Securities N.V.	€ 10,400.00
ANN5214R6845*	CA76143	81856	Lehman Brothers Securities N.V.	€ 36,450.00
ANN5214R8668*	CA76142	81856	Lehman Brothers Securities N.V.	€ 47,800.00
ANN5214R7181*	CA76145	81856	Lehman Brothers Securities N.V.	€ 40,400.00
ANN5214R6928*	CA76141	81856	Lehman Brothers Securities N.V.	€ 37,900.00
ANN5214R7918*	CA76144	81856	Lehman Brothers Securities N.V.	€ 223,600.00

*These Program Securities consist of warrants issued under a warrant and certificate program. The Nominal Amount represents the fair market value of each warrant as of September 15, 2008. Please find attached the valuation spreadsheet as Exhibit 5 hereto.

EXHIBIT 2

ISIN Code	Nominal Amount (Foreign Currency)	Interest** (Foreign Currency)	Total (Foreign Currency)	Nominal Amount (USD)*	Interest (USD)*	Total (USD)*
XS0162289663	€ 284,000.00	€ 3,092.45	€ 287,092.45	401,888.40	4,376.13	406,264.53
XS0163559841	€ 500,000.00	€ 9,674.55	€ 509,674.55	707,550.00	13,690.46	721,240.46
XS0197173643	€ 92,000.00	€ 379.50	€ 92,379.50	130,189.20	537.03	130,726.23
XS0244093927	€ 8,000.00	€ 163.23	€ 8,163.23	11,320.80	230.99	11,551.79
XS0210782552	€ 638,000.00	€ 13,946.04	€ 651,946.04	902,833.80	19,735.04	922,568.84
XS0210782552	€ 1,127,000.00	€ 24,635.09	€ 1,151,635.09	1,594,817.70	34,861.12	1,629,678.82
XS0176153350	€ 573,000.00	€ 16,288.56	€ 589,288.56	810,852.30	23,049.94	833,902.24
XS0176153350	€ 1,224,000.00	€ 34,794.40	€ 1,258,794.40	1,732,082.40	49,237.56	1,781,319.96
XS0181945972	€ 93,000.00	€ 2,224.73	€ 95,224.73	131,604.30	3,148.22	134,752.52
XS0195431613	€ 224,000.00	€ 1,892.20	€ 225,892.20	316,982.40	2,677.65	319,660.05
XS0195431613	€ 245,000.00	€ 2,069.59	€ 247,069.59	346,699.50	2,928.68	349,628.18
XS0200284247	€ 291,000.00	€ 8,681.61	€ 299,681.61	411,794.10	12,285.35	424,079.45
XS0202417050	€ 15,000.00	€ 397.59	€ 15,397.59	21,226.50	562.63	21,789.13
XS0213971210	€ 103,000.00	€ 1,015.89	€ 104,015.89	145,755.30	1,437.59	147,192.89
XS0220704109	€ 129,000.00	€ 1,511.30	€ 130,511.30	182,547.90	2,138.64	184,686.54
XS0178969209	€ 875,000.00	€ 24,085.69	€ 899,085.69	1,238,212.50	34,083.66	1,272,296.16
XS0200284247	€ 824,000.00	€ 24,582.97	€ 848,582.97	1,166,042.40	34,787.36	1,200,829.76

XS0211093041	€ 20,000.00	€ 230.60	€ 20,230.60	28,302.00	326.32	28,628.32
XS0211814123	€ 423,000.00	€ 10,166.93	€ 433,166.93	598,587.30	14,387.22	612,974.52
XS0283497005	€ 4,301,000.00	€ 118,977.27	€ 4,419,977.27	6,086,345.10	168,364.73	6,254,709.83
ANN5214T5571	€2,936,300.00	N/A	€ 2,936,300.00	4,155,158.13	N/A	4,155,158.13
ANN5214T6496	€2,671,900.00	N/A	€ 2,671,900.00	3,781,005.69	N/A	3,781,005.69
ANN5214R6431	€ 10,400.00	N/A	€ 10,400.00	14,717.04	N/A	14,717.04
ANN5214R6845	€ 36,450.00	N/A	€ 36,450.00	51,580.40	N/A	51,580.40
ANN5214R8668	€ 47,800.00	N/A	€ 47,800.00	67,641.78	N/A	67,641.78
ANN5214R7181	€ 40,400.00	N/A	€ 40,400.00	57,170.04	N/A	57,170.04
ANN5214R6928	€ 37,900.00	N/A	€ 37,900.00	53,632.29	N/A	53,632.29
ANN5214R7918	€ 223,600.00	N/A	€ 223,600.00	316,416.36	N/A	316,416.36

TOTAL CLAIM AMOUNT: USD \$ 25,885,801.92

** Amounts due in EUR have been converted to US Dollars using the exchange reference rate published by the European Central Bank for September 15, 2008: 1 EUR = 1.4151 USD*

*** Interest accrued until September 14, 2008 (included).*